Horton Ira J.
To.
E. T. Kelley & Co.

The State of Alabama Shelby County.
This Indenture made and entered into this 23d day of March 1872 between Ira J. Horton of said County and State debtor of the first part and E. T. Kelley & George Butler partners firm name E. T. Kelley & Co Creditors of the 2d part Witnesseth that whereas the said party of the first part is justly indebted to the party of the 2d part in the sum of One hundred and fifty nine 60/100 dollars due by promissory note & open account thirty five dollars and payable on or before the 25th day of December 1872. and the said party of 1st part being desirous to secure the payment of said indebtedness for and in Consideration thereof and for the further consideration of the sum of one dollar to the said party of the 1st part in hand paid by the said party of the 2d part

receipt whereof is hereby acknowledged the said party of the 1st part has sold and hereby sells and conveys to the said party of the 2d part the following described property to wit all that tract or parcel of land situate in said County and ~~State~~ containing one hundred acres more or less known as that part of the W 1/2 of the N E 1/4 of Section 12. Township 21. Range One west & the N E 1/4 of the N W 1/4 of said Section Township and Range given bequeathed & devised to the said Isa. J. Horton by his Father (Hardy Horton) dec by his last will and testament probated in Shelby Probate Court to have and to hold in trust as follows It is hereby agreed that the said party of the 1st part is to have and retain possession of the said property until the 25th day of December 1872 and if the said party of the 1st part shall fully pay to the said party of the 2d part said debt with interest thereon and reasonable expenses hereof by said 25th day of December 1872 then this indenture is to be null and void. But upon default of such payment the said party of the second part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving twenty days notice of the time and place of said sale by posting at three public places and out of the proceeds of said sale retain the sum of One hundred & ninety four $\frac{60}{100}$ dollars and interest thereon and the reasonable costs hereof and the ballance if any pay to the said party of the first part.

Isa J. Horton (Seal)

The State of Alabama Shelby County.

I Thos A Houston Justice of the Peace for said County hereby certify that Isa J. Horton & whose name is signed to the foregoing Conveyance and who is known to me acknowledged before me on this day that being informed of the contents of the Conveyance he executed the same voluntarily on the day the same bears date

Witness my hand this 23 day of March 1872

Thos. A. Houston (Seal)

Filed March 30th 1872 & Recorded May 14th 1872 J. T. Super Judge of Probate

Satisfied in full by horse & wife & chattels mentioned by the within deed

A M Elliott
Transferee.

Filed Feb 1 - 1887 at 3 o'clock P.M.

Jas. G. Hartan
To
Sue Trust
Acknowledgment

E. J. Kellyder

For value Recd we transfer the Mortgage to A. M. Elliott Sept 14th 1881.

George Putter
J. E. Dewler.

attest -

L. Edwards

The State of Alabama---Shelby County.

THIS Indenture made and entered into this 23rd day of March 1872, between Ira J. Horton of said County & State debtor, of the first part, and E. T. Kelly & George Butler partners firm name E. T. Kelly & Co creditors, of the 2nd part, witnesseth: That whereas the said party of the first part is justly indebted to the party of the 2nd part in the sum of One hundred and fifty nine 60/100 Dollars, due by promissory note & open account thirty-five Dollars, and payable on or before the 25th day of December 1872; and the said party of 1st part being desirous to secure the payment of said indebtedness: for and in consideration thereof, and for the further consideration of the sum of one dollar, to the said party of the 1st part, in hand paid by the said party of the 2nd part, receipt whereof is hereby acknowledged, the said party of the 1st part has sold, and hereby sells and conveys to the said party of the 2nd part, the following described property, to wit: all that tract & parcel of land situated in said County & containing one hundred acres more or less. Known as that part of the W½ of the N E¼ of Section 12. Township 22. Range one West, & the N E¼ of the N. W¼ of Said Section, Township & Range given bequeathed & devised to the said Ira J. Horton by his father (Hardy Horton) dec^d by his last will & Testament, probated in Shelby County

to have and to hold, in trust, as follows: It is hereby agreed that the said party of the 1st part is to have and retain possession of the said property until the 25th day of December 1872; and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt with interest thereon, and reasonable expenses hereof, by said 25th day of December 1872, then this indenture is to be null and void. But upon default of such payment the said party of the second part is hereby authorized to take into possession and sell said property to the highest bidder, for cash, after giving twenty days notice of the time and place of said sale ~~by publication in a newspaper if one published in the county,~~ or by posting at three public places, and out of the proceeds of said sale retain the sum of One hundred & ninety four 60 Dollars and interest thereon, and the reasonable costs hereof, and the balance, if any, pay to the said party of the first part.

Signed, sealed and delivered this ~~20 day of December~~ in presence of 23rd day of March 1872

Ira J. Horton [seal.]

[seal]

The State of Alabama---Shelby County.

I Thos A Huston Justice of the Peace for said county, hereby certify that Ira J. Horton & is whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily, on the day the same bears date.

Witness---My hand this 23rd day of March 1872

Thos A. Huston J.P.

[GUIDE, PRINT, COLUMBIANA, ALA.]

Lands within Comanche Co. for payment of the debt within mentioned. This day acknowledged before me, a Justice of the Peace in and for said County & State aforesaid. E. J. Kelley
Witness my hand this 8th day of January 1873 & within the legal hours of sale — January 8th 1873. E. J. Kelley

Know all men by these presents that we, the undersigned, of the County of Comanche and State of Texas, are indebted unto John. Lord & Humphrey Antley in the sum of Twelve hundred & fifty dollars, payment of which we promise to pay on demand, with interest at the rate of ten per cent per annum from date hereof, for which payment we hereby pledge and mortgage our interest in the following described property, viz: 320 acres of land, situated in Comanche County, State of Texas, on the waters of Pecan Bayou, being the same land on which we now reside, and which we have purchased of Thos. J. Shelby & George Butler, and which said land we have this day sold to E. J. Kelley & Co. and for which we have received our bond for title, and the said E. J. Kelley & Co. have assumed the payment of the indebtedness herein named to John Lord & Humphrey Antley, and we do hereby transfer our interest in said land to said E. J. Kelley & Co., and we do hereby transfer our interest in said land to said E. J. Kelley & Co., and we do hereby transfer our interest in said land to said E. J. Kelley & Co. Witness our hands this 13th day of January A.D. 1873.

George Butler
J. T. Lupin
Witness —
J. T. Lupin

E. J. Kelley & Co.
per A. Shelby Thos
Attorney in fact

Sabinetola 1 Jan 73
at Court House

Sa J. Horton
Sa } Deed Trust
} Acknowledgment

E. J. Kelley & Co

For value Rec'd we transfer the Mortgage To A. M. Elliott Sept 14th 1881.

George Butler
J. E. Dewler.
Attest —
J. Edwards

Sa J. Horton

To.

E. J. Kelley & Co

Filed March 30th 1872 and Recorded May 14th 1872 in deed book "R" on pages 125 & 126

J. T. Lupin
Judge of Probate

Fee $1.50